

PURCHASER/SELLER RELATION HANDBOOK ON CDISCOUNT MARKETPLACE

The current guidebook aims to sensitize merchants on their legal and contractual obligations imposing on the treatment of the different clients' requests on the following themes:

1. Legal guarantee of conformity
2. The delivery refusal for a damaged product and the impossibility to take back a parcel
3. Retraction
4. Commercial gestures
5. Invoicing

1. As regards the legal guarantee of conformity (LGC):

The Seller shall deliver a compliant good according to the order. He is held responsible of the non-compliance on the existing Product for both its delivery and compliance.

❖ What is a « non-compliance »?

A non-compliant Product can be:

- ✓ Improper to the current use expected on a similar Product
- ✓ Not in line with the provided description by the Seller
- ✓ Reference error
- ✓ Aspect default
- ✓ Damaged product received (failure of delivery with or without reserves upon reception)
- ✓ ... (non-exhaustive list)

Important note: Packaging default and absence of instruction notice are also considered as a non-compliance.

The Seller has the possibility to ask the Purchaser for a photograph of the Product in case it would be damaged. However, so as not to burden the Purchaser with disproportionate obligations, we kindly remind you that the lack of picture is not a valid reason not to provide a proper customer care and that any request for video is strictly forbidden.

❖ How to tackle non-compliance?

The Seller must imperatively communicate from the first exchange with the Purchaser a return process of the Product. This process should be compliant with the legal requirements (in terms of support within the delays and compliance)

❖ How long lasts the legal guarantee of conformity:

The legal guarantee of conformity lasts for 2 years upon the Product's delivery, whether for new products or second-hand products.

It establishes a presumption in favour of the Purchaser from the existence of the non-conformity upon delivery of the product. This presumption lasts:

- ✓ **For new products:** 2 years from the product's delivery;
- ✓ **For second-hand products:** 6 months from the Product's delivery. Past that deadline, the consumer must provide the proof.

It does not exclude the Seller to offer an additional commercial guarantee.

❖ Compliant solutions:

There are two main compliant possibilities as listed further below. The seller is free to suggest, **in addition to one of the below two solutions**, any other extra solution that could ease the case resolution for the Purchaser (for instance : sending spare part(s), commercial gesture, exchange with another model of equivalent or greater value without financial consideration)

- ✓ **Product's repair**
The Seller is bound by the conformity of the reparation, whether it is done by a third party or by the brand, or whether it is done at client's domicile or after Product's pick-up.
The Purchaser can refuse the third party's takeover to request the Seller's support and takeover.
- ✓ **Product's exchange**
Note : The Seller can suggest the shipping of spare parts only in the case of Product in kit form (or to assemble).

❖ Particular case: Refunds

The Seller must refund the Purchaser in the following cases:

- ✓ **Inability for the Seller to bring the Product into compliance** within 30 days upon the first client's request explaining the issue; in the absence of intervention within that period, Cdiscount reserves the right to refund the Purchaser to your account.
- ✓ **Whenever the first repair or exchange has already been made** and when the client refuses a second exchange/repair.

The seller shall claim for the refunded product return as soon as possible to the Purchaser.

❖ Note regarding P30 product returns:

In the context of the P30 (*) product returns, the Seller has to:

- ✓ Either set a suitable appointment between the Purchaser and the carrier for the product's pick-up and provide the Purchaser the return instructions and the carrier's contact details,
- ✓ Or communicate to the Purchaser the carrier's contact details with any useful information to directly set an appointment.

() **P30**: A P30 product is defined as any parcel over 30 kilos or voluminous one that cannot be sent back through the regular postal way or via the main express carriers (i.e. there is a need for a specific carrier).*

❖ Dispute on non-compliance:

Any dispute about non-compliance should be raised upon receipt and examination of the Product by the Seller and must be submit on the Seller's interface.

The Seller can establish proof of the contrary with an expertise (The expertise can be done internally by the Seller).



Warning: The use of the LCC (Legal guarantee of conformity) shall be free of charge for the Purchaser.

2. As regards the refusal at delivery of a damaged product and impossible withdrawal of the Product

Once the Seller is informed (notified from the Purchaser or upon the product's reception), and from that moment, the Seller has two working days to provide a solution to the Purchaser, in case of:

- ✓ Refusal at delivery of a damaged product
- ✓ Impossible withdrawal of the product because there was no notification or not enough information details to pick up the Product.

The Seller will have to provide the following solutions:

- ✓ Reshipping: this return should be done as soon as possible without any additional cost for the Purchaser.
- ✓ Refund: The refund can be offered directly by the Seller and is mandatory if the Seller is not able to delivery the product within one month or without any response from the Purchaser in a reasonable time.

3. On the retraction:

The Seller must communicate the Product's return process to the Purchaser who would manifest from the first message exchange.

The legal delay for the client's Retraction is 14 days from the Product's reception or from the last parcel having been delivered. This delay extends to the following working day should this one be terminated on a Saturday, Sunday or bank holiday. The Seller is free to extend that period of reflexion lead to the Purchaser.

Considering the exceptional period of Christmas and New Year, the Seller agrees to extend the minimal delay from 14 days to 30 days for retraction between November 1st until December 31st.

The Purchaser has 14 days upon reception of the Seller's return address in France to make at his/her expenses the Product return. Any product return made outside France should be subject to the edition of a prepaid label from the Seller.

It is reminded that Purchasers must be informed in advance of the return shipping costs that cannot be returned by regular post. In case of the contrary, the return shipping costs should be supported at the Seller's expenses. We encourage the Seller to support the Purchaser on a product return by providing the full contact details of a carrier.

The product's refund will have to intervene within the legal delays, i.e. within 14 days upon the retraction notification from the Purchaser, that can be extended until the product's recovery.

4. On commercial gestures:

Any commercial gesture must be freely made by the Seller.

It is reminded that a bare commercial gesture does not constitute a compliant customer care and must be accompanied by adequate solutions.

This gesture can only be a financial gesture via the Cdiscount interface. The amount is decided beforehand by the Seller and cannot be negotiated by the customer. We thank you to report us any Purchaser who would offer a favourable rating in return of a commercial gesture.

5. On the Product's invoicing:

The Seller is responsible to provide an invoice to the client. This invoice should contain all legal items that you may find on the below link:

<https://www.service-public.fr/professionnels-entreprises/vosdroits/F31808>.

For example, an invoice should contain:

- ✓ Parties' names and addresses
- ✓ The inter-community VAT number where appropriate
- ✓ Date of transaction
- ✓ Quantity and precise description of the products
- ✓ IMEI number for smartphones
- ✓ Unitary price excluding VAT and applicable VAT